

(iv) if the Investment Manager resigns or is removed, engage a successor investment manager to serve as Investment Manager, subject to the Consent of a Majority in Interest of Limited Partners.

**Section 8.06.** *Initial Investment Manager.* Pursuant to Section 8.04 and the Investment Management Agreement, the General Partner will appoint Deutsche Bank Trust Company Americas or its Affiliate as the initial Investment Manager, and has delegated to the Investment Manager all of the General Partner's rights, duties and powers that are not expressly reserved to the General Partner pursuant to Section 8.05. Each of the Limited Partners hereby Consents to such appointment and delegation and shall not take any position or action inconsistent therewith. In furtherance of such appointment and delegation, but subject to the terms of the Investment Management Agreement, the Investment Manager shall have full discretion and authority to undertake and perform any and all acts deemed necessary or appropriate by it in connection with the management and administration of the Partnership, and the Investment Manager shall have the ability to delegate such rights, duties and powers granted to it under this Section 8.06 to any of its Affiliates. Third parties dealing with the Partnership may rely conclusively upon any certificate of the Investment Manager to the effect that it is acting on behalf of the Partnership. The signature of the Investment Manager shall be sufficient to bind the Partnership. The Investment Manager may be removed or resign as Investment Manager as provided in the Investment Management Agreement and Section 8.04.

**Section 8.07.** *Outside Businesses.* Nothing contained in this Agreement shall limit the rights of Deutsche Bank, the General Partner, the Investment Manager or any of their Affiliates, including any director, officer or employee of such Person, to engage in or possess an interest in or provide advice to other investments, business ventures or Persons of any kind or description, independently or with others, similar or dissimilar to the investments or business of the Partnership or the Master Fund, including business ventures or Persons which compete, directly or indirectly, with the Partnership or the Master Fund, or from engaging in other activities for profit, and any of them may, in the future, engage in or provide advice to such investments, business ventures or Persons. Neither the Partnership nor the Limited Partners will have any rights or interests in such other investments, business ventures or Persons or the income or profits derived therefrom by virtue of this Agreement or by reason of the acquisition of Interests, and neither Deutsche Bank, the General Partner, the Investment Manager or their respective Affiliates shall have any obligation to disclose to the Partnership or the Limited Partners such investment activities. It is specifically acknowledged in this regard that Deutsche Bank, the General Partner, the Investment Manager and their respective Affiliates perform similar administrative and management services for various clients.

**Section 8.08.** *Expenses of the Partnership.* The Partnership shall bear and be charged with all Feeder Fund Expenses. Organizational Expenses will be allocated to the Partnership and will be borne *pro rata* by all Limited Partners (including limited partners of the Offshore Feeder Fund).